

**NASA/KSC SOLICITATION NNK13470713R**  
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**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B. 1 CONSTRUCTION SERVICES AND PRICES**

<u>Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
0001	Task 1 – (Base Bid) Manhole Arc-Flash Support Services	Job	\$ TBD
0002	Task 2 – (Base Bid) Testing Laboratory Services	Job	\$ TBD

**TOTAL \$ TBD**

**B. 2 NFS 1852.216-78 FIRM FIXED PRICE (DEC 1988)**

The total firm fixed price of this contract is **TBD**.

**B. 3 PROJECT DELIVERABLES**

Incidental deliverables (manuals, reports, plans, and other written documentation) to be provided under this contract are identified in Section J, Attachment J-A, Project Deliverables. The costs associated with providing the data in Attachment J-A is included in the firm-fixed price of the awarded contract. Nothing contained in Attachment J-A shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract, which are not identified and described in Attachment J-A.

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**SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C.1 SCOPE OF WORK**

The Contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation, and equipment (except any property including utilities as may be specified in the Schedule to be Government-Furnished) and perform all work for the Task(s) named below, and as defined in the Technical Documentation listed below entitled "Contract Drawings, Maps and Specifications," and in accordance with the terms and conditions of this Contract, and within the performance schedule set forth in FAR clause 52.211-10 entitled "Commencement, Prosecution, and Completion of Work."

All work, including high current and voltage testing lab services, shall be performed off-site. The Contractor shall obtain any and all Government permits required for performing work at the laboratory site and transporting to and from the test laboratory site. (See Scope of Work Section 1.2.3, High Current and Voltage Test Lab Services)

Line Item	Description
0001	Task 1 – (Base Bid) Manhole Arc-Flash Support Services
0002	Task 2 – (Base Bid) Testing Laboratory Services

**C.2 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS**

(a) Five sets of Scope of Work, (excluding applicable publications incorporated into the technical provisions by reference), plus one CD or DVD containing electronic, portable document format (PDF) versions, will be furnished at award to the Contractor without charge. The work shall conform to the following, attached hereto and made a part hereof:

**Scope of Work**, titled "Scope of Work For Manhole Arc-Flash Testing, Project Control Number (PCN) 98954", dated March 25, 2013, pages 1 through 142

(b) Addenda to Specifications and Drawings: Paragraph 1.2.3.1, second sentence, is changed as follows:

From: "Testing shall occur at one of the two laboratory sites below:"

To: "Laboratory sites capable of conducting the work identified in this Scope of Work include:"

(c) "Or Equal" Items

Throughout the Scope of Work and on the drawings of this contract, where certain manufacturers' trade names and model numbers are specified and followed by the term "or equal," the manufacturer's name and data as specified shall represent the minimum standard type, quality, and capacity acceptable for incorporation into the work covered by this contract. The products of other manufacturers will be considered as being acceptable, provided that such products fully meet or exceed all minimum structural or use and operational features of the particular manufacturers' items as specified, and provided that the

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**SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

other manufacturers' items is easily interchangeable and can be adequately incorporated within the allocated space in the building or structure. In all cases, the acceptability of "or equal" items shall be at the Contracting Officer's discretion, based upon approval data submitted by the Contractor in accordance with the requirements under Shop Drawings herein.

(d) Omissions from the drawings or specifications, or the omission or misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

**C. 3 REQUEST FOR INFORMATION/CLARIFICATION (RFIC)**

The Contractor shall promptly report to the Contracting Officer all problems or conflicting technical information encountered during the contract performance so that the Government may provide solutions or appropriate direction. Such problems shall be reported on KSC Form No. 8-268, "Request for Information/Clarification," to be provided by the Government. A copy of each RFIC will be provided to the Contracting Officer's Technical Representative (COTR) concurrently with the transmittal to the Contracting Officer. The Contractor shall log and control each Request for Information/Clarification (RFIC), including those generated by subcontractors.

**C. 4 DEVIATIONS AND WAIVERS**

(a) When the Contractor proposes to perform work which does not conform to the requirements of the applicable contract drawings and specifications, the Contractor shall submit to the Contracting Officer for approval, a written request for deviation or request for waiver on the nonconforming work.

(b) All requests by the Contractor shall be submitted on KSC Form 8-69 (Contractor Request to Use Nonconforming Parts or Material) fully executed including an offer of consideration to the Government. The request must be technically supported by justification, rationale, design considerations, calculations and other data which permits ready and conclusive evaluation by the Government as to acceptability or nonacceptability.

(c) Where a requested deviation or waiver on a particular aspect of the work has a relation to, or affects, other aspects of the work, those other aspects of the work shall be clearly identified and referenced. And, if the requested deviation or waiver necessitates a deviation or waiver on other aspects, requests for all such deviations and waivers must be submitted concurrently.

(d) Any request not submitted in strict accordance with this provision will not be considered.

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**SECTION D – PACKAGING AND MARKING**

**NOT APPLICABLE TO THIS SOLICITATION/CONTRACT**

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**SECTION E - INSPECTION AND ACCEPTANCE**

**E. 1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE**

**FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)**

**E. 2 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE**

**NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)**

**Fill-in:** (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three copies, an original and two copies.

**E. 3 BASIC INSPECTION SYSTEM**

Pursuant to FAR Clause 52.246-12, entitled "Inspection of Construction," the Contractor shall maintain and implement a basic inspection system as identified below:

(a) Definitions:

"Inspection" means examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.

"Testing" means that element of inspection that determines the properties or elements, including functional operation of supplies or their components, by the application of established scientific principles and procedures.

"Independent Testing Laboratory" means an independent organization, accepted by the Contracting Officer, engaged to perform specific inspections or tests of the work, either at the site or elsewhere, and report the results of these inspections or tests.

- (b) The inspection system shall be documented to ensure and provide objective evidence of quality control in the form of records of inspections and test results. The system shall also ensure that nonconforming articles or materials are discovered, documented, and controlled through effective remedial and preventive actions.

The Contractor may use, at his option, in whole or in part, his existing higher level inspection system or quality assurance program provided such system is revised and identified to the requirements below.

- (c) The Contractor shall provide a narrative description of an inspection system which provides for compliance with the quality requirements and technical criteria of the

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contract.

- (1) The description shall be submitted for review by the Contracting Officer not later than 7 days after contract award.
  - (2) The description shall address each of the Basic Inspection System Requirements identified in paragraph (d) below. This submittal shall address both the general inspection system that will be used during the performance of all work under the contract, including but not limited to those items identified under paragraphs d(1), d(2)(iv), d(2)(v), and d(2)(vi) below.
- (d) Basic Inspection System Requirements: The Contractor shall describe how each of the following requirements is to be satisfied and what records will be maintained, both on-site and offsite.
- (1) The Contractor shall identify the individual responsible for on-site contact and communication relative to implementation and operation of the inspection system. The name of this individual shall be provided, in writing, to the Contracting Officer's Technical Representative (COTR).
  - (2) Standard requirements:
    - (i) A purchasing control system which ensures that all purchasing documents, including those of subcontractors and suppliers, are traceable to the drawings, specifications, and approved submittal requirements.
    - (ii) A receiving inspection system with documented evidence of Contractor inspection traceable to the procurement documents.
    - (iii) A system of controls and records for handling, recording, identification and disposition of nonconforming articles and materials.
    - (iv) A system of identification of inspections required by each specific section of the specifications and drawings and what records will be maintained.
    - (v) Identification of tests to be performed, including test procedures, test records, and the independent testing organization(s) be utilized.
    - (vi) Additional requirements (if included in the drawings, specifications, or contract provisions):
      - (A) Certification or recertification of personnel and qualification of procedures.



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- (B) Management and accountability of Government furnished equipment, components, or materials.
- (C) Calibration of inspection test gages, tools, measuring instruments, and independent laboratories to be utilized.

**E. 4 FINAL INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Technical Representative (COTR). Upon satisfactory completion of the contract, the Contractor shall be paid the fixed-price value of the contract, less the amount of any progress payments made under FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts.

**NOTE: For planning purposes, the contractor shall include a line item in the schedule of values and progress schedule for completion of punch-list items, site clean-up, demobilization and final submittals. The amount of this line item shall be equal to 10% of the contract value or \$100,000, whichever is less. The Government will not pay final invoices for this amount until all punch-list, site clean-up, and demobilization activities are complete; final construction drawings are delivered; and final acceptance is made on DD Form 250, Material Inspection and Receiving Report.**

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**SECTION F – DELIVERIES OR PERFORMANCE**

**F. 1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE**

**FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to:

**Fill-In:** (a) commence work under this contract within **5 calendar days** after the date the Contractor receives the notice to proceed.

**Fill-In:** (c) complete the entire work ready for use not later than **365 calendar days** after the date the contractor receives the notice to proceed for the Base Bid.

**FAR 52.242-14 SUSPENSION OF WORK (APR 1984)**

**F. 2 PLACE OF PERFORMANCE**

This is a firm-fixed price construction contract for Manhole Arc-Flash Testing. All work, including high current and voltage testing lab services, shall be performed off-site.

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**SECTION G – CONTRACT ADMINISTRATION DATA**

**G. 1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE**

**NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993)**

**NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)**

**Fill In:** (b)(3):

NASA, John F. Kennedy Space Center  
Attn: OP-OS-IP/Cynthia R. Jarvis  
Industrial Property Officer  
Kennedy Space Center, FL 32899

**NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)**

**Fill In:** (e):

Transportation Officer, NASA  
C/O ISC Warehouse, Building M6-744  
Kennedy Space Center, FL 32899

**NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)**

**Fill-In:** (1) Attachment J-B, Article J-B-5

**Fill-In:** (2) the contractors place of operations

**NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)**

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**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**H. 1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE**

**NFS 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APR 2002)**

**NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**

**NFS 1852.225-70 EXPORT LICENSES (FEB 2000)**

**Fill-in:** NASA's Kennedy Space Center

**NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)**

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**SECTION I – CONTRACT CLAUSES**

**I. 1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.ksc.nasa.gov/procurement/clause/>  
<http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>  
<http://ec.msfc.nasa.gov/hq/library/v-reg.htm>.

**I. 2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE**

<u>CLAUSE NO.</u>	<u>TITLE</u>
<b>FAR 52.202-1</b>	<b>DEFINITIONS (JAN 2012)</b>
<b>FAR 52.203-3</b>	<b>GRATUITIES (APR 1984)</b>
<b>FAR 52.203-5</b>	<b>COVENANT AGAINST CONTINGENT FEES (APR 1984)</b>
<b>FAR 52.203-6</b>	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)</b>
<b>FAR 52.203-7</b>	<b>ANTI-KICKBACK PROCEDURES (OCT 2010)</b>
<b>FAR 52.203-8</b>	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>
<b>FAR 52.203-10</b>	<b>PRICE OR FEE ADJUSTMENTS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>
<b>FAR 52.203-12</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)</b>
<b>FAR 52.204-4</b>	<b>PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)</b>
<b>FAR 52.204-7</b>	<b>CENTRAL CONTRACTOR REGISTRATION (FEB 2012)</b>
<b>FAR 52.204-9</b>	<b>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</b>
<b>FAR 52.204-10</b>	<b>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)</b>
<b>FAR 52.209-6</b>	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)</b>

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- FAR 52.215-2     AUDIT AND RECORDS – NEGOTIATION (OCT 2010)**
- FAR 52.215-8     ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)**
- FAR 52.215-10    PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)**
- FAR 52.215-12    SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
- FAR 52.215-19    NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
- FAR 52.215-21    REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (ALTERNATE III)(OCT 1997)**

**Fill-In:** (c) Submit the cost portion of the proposal via the following electronic media:  
submit via e-mail in MS Excel format

- FAR 52.215-21    REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (ALTERNATE IV)(OCT 2010)**

**Fill-In:** (b) Cost data (e.g., established catalog or market prices, vendor quotes, sales to governmental and non-governmental entities, etc) to the extent necessary for the Contracting Officer to determine a fair and reasonable price. All cost/pricing data shall be submitted in MS Excel format. Access to records necessary to permit an adequate evaluation of the proposed price shall be provided the Contracting Officer.

- FAR 52.219-4     NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)**
- FAR 52.219-8     UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)**
- FAR 52.219-28    POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**
- FAR 52.222-1     NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
- FAR 52.222-3     CONVICT LABOR (JUN 2003)**
- FAR 52.222-4     CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 2005)**
- FAR 52.222-21    PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- FAR 52.222-26    EQUAL OPPORTUNITY (MAR 2007)**
- FAR 52.222-27    AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)**
- FAR 52.222-35    EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**
- FAR 52.222-36    AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT**

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2010)

<b>FAR 52.222-37</b>	<b>EMPLOYMENT REPORTS ON VETERANS (SEP 2010)</b>
<b>FAR 52.222-40</b>	<b>NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)</b>
<b>FAR 52.222-50</b>	<b>COMBATING TRAFFICKING IN PERSONS (AUG 2007)</b>
<b>FAR 52.222-54</b>	<b>EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)</b>
<b>FAR 52.223-2</b>	<b>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)</b>
<b>FAR 52.223-5</b>	<b>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)</b>
<b>FAR 52.223-6</b>	<b>DRUG-FREE WORKPLACE (MAY 2001)</b>
<b>FAR 52.223-15</b>	<b>ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)</b>
<b>FAR 52.223-17</b>	<b>AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)</b>
<b>FAR 52.223-18</b>	<b>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)</b>
<b>FAR 52.225-13</b>	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)</b>
<b>FAR 52.227-1</b>	<b>AUTHORIZATION AND CONSENT (DEC 2007)</b>
<b>FAR 52.227-2</b>	<b>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)</b>
<b>FAR 52.227-4</b>	<b>PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)</b>
<b>FAR 52.228-2</b>	<b>ADDITIONAL BOND SECURITY (OCT 1997)</b>
<b>FAR 52.228-5</b>	<b>INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</b>
<b>FAR 52.228-11</b>	<b>PLEDGES OF ASSETS (JAN 2012)</b>
<b>FAR 52.228-12</b>	<b>PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)</b>
<b>FAR 52.228-14</b>	<b>IRREVOCABLE LETTER OF CREDIT (DEC 1999)</b>
<b>FAR 52.228-15</b>	<b>PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (OCT 2010)</b>
<b>FAR 52.229-3</b>	<b>FEDERAL, STATE AND LOCAL TAXES (APR 2003)</b>
<b>FAR 52.232-5</b>	<b>PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)</b>
<b>FAR 52.232-17</b>	<b>INTEREST (OCT 2010)</b>
<b>FAR 52.232-18</b>	<b>AVAILABILITY OF FUNDS (APR 1984)</b>
<b>FAR 52.232-23</b>	<b>ASSIGNMENT OF CLAIMS (JAN 1986)</b>

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**FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)**

<b>Submit Invoices To:</b>	
1 - Original	NASA Shared Services Center (NSSC) Financial Management Division (FMD) – Accounts Payable Bldg 1111, C. Road Stennis Space Center, MS 39529 FAX: 866-209-5415 Email: <a href="mailto:NSSC-AccountsPayable@nasa.gov">NSSC-AccountsPayable@nasa.gov</a>
1 - Copy	NASA John F. Kennedy Space Center Procurement Office, Code OP-ES-B Kennedy Space Center, FL 32899

**FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

Any questions related to payment via Electronic Funds Transfer (EFT) should be directed to:

Designated Paying Office  
NASA Shared Services Center (NSSC)  
Financial Management Division (FMD) - Accounts Payable  
Bldg 1111, C. Road  
Stennis Space Center, MS 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)  
Fax: 866-209-5415

**FAR 52.233-1 DISPUTES (JUL 2002)**

**FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)**

**FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIMS (OCT 2004)**

**FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)**

**FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)**

**FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**

**FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) (ALTERNATE 1) (NOV 1991)**

**FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)**

**FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)**

**FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)**

**FAR 52.242-13 BANKRUPTCY (JUL 1995)**

**FAR 52.243-4 CHANGES (JUN 2007)**



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<b>FAR 52.243-6</b>	<b>CHANGE ORDER ACCOUNTING (APR 1984)</b>
<b>FAR 52.244-5</b>	<b>COMPETITION IN SUBCONTRACTING (DEC 1996)</b>
<b>FAR 52.244-6</b>	<b>SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)</b>
<b>FAR 52.245-1</b>	<b>GOVERNMENT PROPERTY (APR 2012)</b>
<b>FAR 52.245-9</b>	<b>USE AND CHARGES (APR 2012)</b>
<b>FAR 52.246-21</b>	<b>WARRANTY OF CONSTRUCTION (MAR 1994)</b>
<b>FAR 52.246-21</b>	<b>WARRANTY OF CONSTRUCTION (MAR 1994)(ALTERNATE 1) (APR 1984)</b>
<b>FAR 52.248-3</b>	<b>VALUE ENGINEERING – CONSTRUCTION (OCT 2010)</b>
<b>FAR 52.249-2</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)</b>
<b>FAR 52.249-10</b>	<b>DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)</b>
<b>FAR 52.253-1</b>	<b>COMPUTER GENERATED FORMS (JAN 1991)</b>

**I. 3 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE**

<b>NFS 1852.209-72</b>	<b>COMPOSITION OF THE CONTRACTOR (DEC 1988)</b>
<b>NFS 1852.215-84</b>	<b>OMBUDSMAN (NOV 2011)</b>
<b>NFS 1852.219-76</b>	<b>NASA 8 PERCENT GOAL (JUL 1997)</b>
<b>NFS 1852.228-75</b>	<b>MINIMUM INSURANCE COVERAGE (OCT 1988)</b>
<b>NFS 1852.236-73</b>	<b>HURRICANE PLAN (DEC 1988)</b>
<b>NFS 1852.237-73</b>	<b>RELEASE OF SENSITIVE INFORMATION (JUN 2005)</b>
<b>NFS 1852.243-70</b>	<b>ENGINEERING CHANGE PROPOSALS (OCT 2001)</b>

**I. 4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

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- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
    - (i) Government personnel and authorized users performing business on behalf of the Government; or
    - (ii) The Contractor, when viewing data on itself; and
  - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
    - (i) Past performance reviews required by subpart [42.15](#);
    - (ii) Information that was entered prior to April 15, 2011; or
    - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the

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associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600

(End of clause)

**I. 5 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED  
MATERIAL CONTENT FOR EPA-DESIGNATED  
PRODUCTS (MAY 2008) (ALTERNATE I) (MAY 2008)**

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)):

**CERTIFICATION**

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

\_\_\_\_\_  
[Signature of the Officer or Employee]

\_\_\_\_\_  
[Typed Name of the Officer or Employee]

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---

[Title]

---

[Name of Company, Firm, or Organization]

---

[Date]

(END OF CERTIFICATION)

(c) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

(End of clause)

**I. 6     FAR 52.225-9            BUY AMERICAN ACT–CONSTRUCTION MATERIALS (SEP 2010)**

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

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“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction

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material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: **NONE**
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
  - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

- (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
  - (A) A description of the foreign and domestic construction materials;
  - (B) Unit of measure;
  - (C) Quantity;
  - (D) Price;
  - (E) Time of delivery or availability;
  - (F) Location of the construction project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			
<i>Item 2</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

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*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

**I. 7     FAR 52.232-99     PROVIDING ACCELERATED PAYMENT TO SMALL  
BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act

**I. 8     FAR 52.252-6     AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any NASA Federal Acquisition Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

**I. 9     NFS 1852.225-71     RESTRICTION ON FUNDING ACTIVITY WITH CHINA  
(FEB 2012)**

- (a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-



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developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

**I. 10 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)**

**A. Identification of Employees**

**1. Badging**

- i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: <http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>. Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor's failure to provide required information or the contractor's inability to achieve favorable investigative results.
- ii. Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.
  - a. Contract number and location of work site(s);
  - b. Contract commencement and completion dates;
  - c. Status as prime or subcontractor; and,
  - d. Name of the contractor designated security/badging official.
  - e. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

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- iii. Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.
- iv. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
- v. Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

**2. Investigations**

- i. All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.
- ii. All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:
  - a. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
  - b. Standard Form 85, Questionnaire for Non-Sensitive Positions;
  - c. Optional Form 306, Declaration for Federal Position Employment; and,
  - d. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

**B. Badging Restrictions/Categories**

Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS

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requires the contractor to have a KSC Area Permit and contractors may be granted “escorted” or “unescorted” access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

- i. The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.
- ii. One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

**I. 11 LISTING OF KENNEDY SPACE CENTER REQUIREMENTS SUPPORTING  
CONTRACT SECTION I**

The Kennedy Space Center requirements supporting Contract Section I are listed in Section J, Attachment J-B, KSC Project Specific Requirements.

**I. 12 PERSONAL IDENTITY VERIFICATION CARD ISSUANCE PROCEDURES**

The following procedures implement the Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors (Reference FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel).

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

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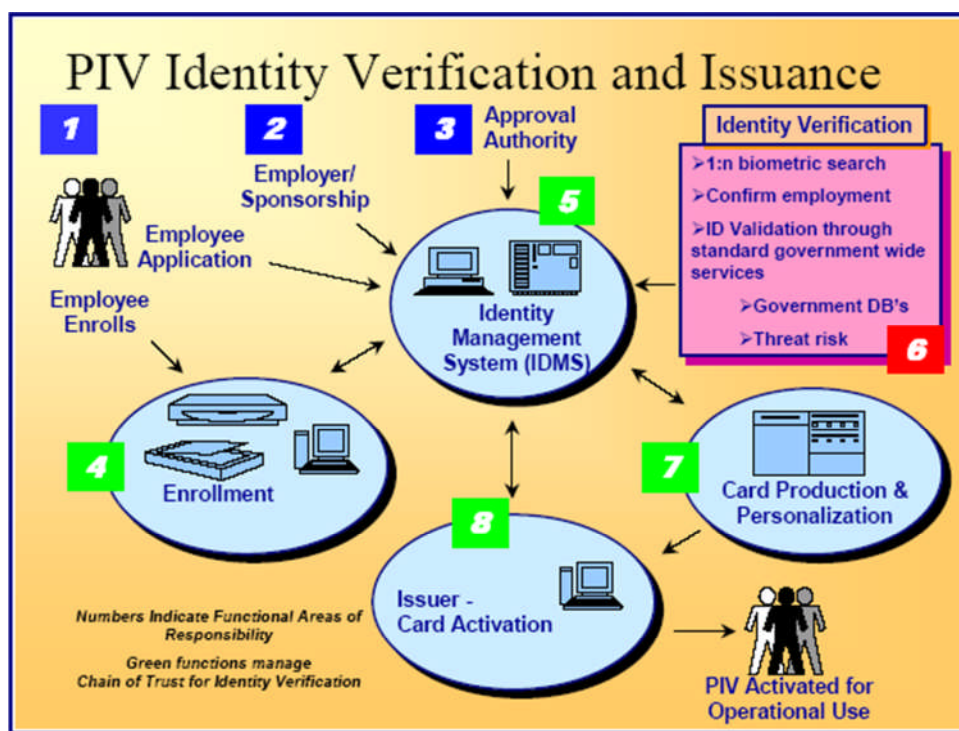


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

**Step 1:**

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to

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NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

**Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>i</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

**Step 3:**

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

**Step 4:**

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<sup>i</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

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Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

**Step 5:**

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

**Step 6:**

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

**Step 7:**

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential. The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration. The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information. The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND  
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

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Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

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**SECTION J – LIST OF ATTACHMENTS**

**J. 1 LIST OF ATTACHMENTS**

A. The following documents are attached hereto and made a part of this contract:

Attachment	Title	Date	# Pages
J-A	J-A Project Deliverables	Apr 13	8
J-B	J-B KSC Project Specific Requirements	Apr 13	3
J-C	Scope of Work for Manhole Arc-Flash Testing	25 Mar 13	144
J-D	Brand Name Determination, JOFOC – SEL Relays	19 Apr 13	2

B. The following listed documents are herein incorporated as part of this contract. They will not be physically included in the contract; however they will retain the same force and effect as if incorporated in full:

- (1) Representations, Certifications and Other Statements of Offerors
- (2) Instructions, Conditions, and Notices to Offerors



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**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF**  
**OFFERORS OR RESPONDENTS**

**K. 1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS**  
**(MAY 2012)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **237130**.
- (2) The small business size standard is **\$33.5M**
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [ ] (i) Paragraph (d) applies.
- [ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

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- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

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- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

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- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]*
- \_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.
- \_\_\_ (A) Basic.
- \_\_\_ (B) Alternate I.
- \_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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- \_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- \_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.
- X** (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- \_\_\_ (vi) [52.227-6](#), Royalty Information.
- \_\_\_ (A) Basic.
- \_\_\_(B) Alternate I.
- \_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

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**K. 2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS**  
**(FEB 2012)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

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- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**K. 3    NFS 1852.209-73    REPRESENTATION BY OFFERORS THAT THEY ARE NOT**  
**THE ASSOCIATION of COMMUNITY ORGANIZATIONS for**  
**REFORM NOW (ACORN) or a SUBSIDIARY of ACORN**  
**(DEVIATION FEB 2012)**

- (a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- (b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

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**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**K. 4 NFS 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)**

- (a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
  - (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The offeror represents that –
- (1) It is ☐ is not ☐ a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K. 5 NFS 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (FEB 2012)**

- (a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-



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developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

- (c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR  
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**L. 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR  
52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.ksc.nasa.gov/procurement/clause/>  
<http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>  
<http://ec.msfc.nasa.gov/hq/library/v-reg.htm>.

(End of provision)

**L. 2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS INCORPORATED BY REFERENCE**

**PROVISION**

**TITLE**

**FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

**FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE  
ACQUISITION (JAN 2004)**

**FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

**Fill-In:** (b) Minority participation goal: 10.7%  
Female participation goal: 6.9%

**Fill-In:** (e) Kennedy Space Center and Cape Canaveral Air Force  
Station, Brevard County, Florida

**FAR 52.228-1 BID GUARANTEE (SEP 1996)**

**Fill-In:** (c) The amount of the bid guarantee shall be 20% of the  
bid price or \$3M, whichever is less.

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**FAR 52.236-28      PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)**

**L. 3      LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED IN FULL TEXT**

**FAR 52.211-1      AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEMS DESCRIPTIONS, FPMR Part 101-29 (AUG 1998)**

- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

- (b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

**FAR 52.211-3      AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)**

The specifications cited in this solicitation may be obtained from:

- (a) KSC specifications and standards may be obtained through a web site maintained by the KSC Technical Library. These documents may be accessed at:

<http://www-lib.ksc.nasa.gov/lib/gp364.html>

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(b) NASA specifications are available at <http://standards.nasa.gov/>. This website requires Public Access registration (Logon Required).

(c) The Acquisition Streamlining and Standardization Information System (ASSIST) is a web based system for military and federal specifications and standards. Managed by the DoD Single Stock Point (DoDSSP), Philadelphia, ASSIST-Online provides public access to standardization documents over the Internet. These documents are available at <http://assist.daps.dla.mil/>; or by submitting a request to the-

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2179  
Facsimile (215) 697-1462

(d) Other Government Standards, Specifications, and other Technical Documents incorporated by reference in this solicitation may be obtained from:

John F. Kennedy Space Center, NASA  
Specification & Standards Section  
Mail Code: LIBRARY-D  
Kennedy Space Center, FL 32899  
Telephone (321) 867-3603 (Collect calls will not be accepted)

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(e) Voluntary standards, such as industrial, manufacturing, independent laboratory, society, and institutional associations (non-Government organizations) codes, standards, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization that develops, establishes and/or publishes those documents.

(End of provision)

**FAR 52.216-1            TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

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**FAR 52.225-10      NOTICE OF BUY AMERICAN ACT REQUIREMENT –**  
**CONSTRUCTION MATERIALS (FEB 2009)**

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) *Evaluation of offers.*
- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) *Alternate offers.*
- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price

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**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
OP-ES, Room 2488  
Headquarters Building,  
Kennedy Space Center, Florida 32899

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

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- (b) The use in this solicitation of any NASA Supplement to the Federal Acquisition Regulation (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

**L. 4 LISTING OF NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS INCORPORATED BY REFERENCE**

<b>PROVISION NO.</b>	<b>TITLE</b>
<b>NFS 1852.228-73</b>	<b>BID BOND (OCT 1998)</b>
<b>NFS 1852.233-70</b>	<b>PROTESTS TO NASA (OCT 2002)</b>
<b>NFS 1852.245-80</b>	<b>GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)</b>
<b>NFS 1852.245-81</b>	<b>LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)</b>

**Fill-in:** Paragraph (a): See Attachment J-B, Article J-B-5

**L. 5 LISTING OF NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS INCORPORATED IN FULL TEXT**

**NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)**

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<b>Proposal Section</b>	<b>Page Limit</b>
Technical Experience Summary	Limited to two (2) pages per each project identified in the Technical Experience Summary
Past Performance Data From Prior Customers	Limited to two (2) pages of information for each project identified in the Technical Experience Summary
Page 1 of Past Performance Questionnaires	Limited to page 1 of each Past Performance Questionnaire mailed to each customer

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all

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sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

- (c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- (d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

**NFS 1852.236-74      MAGNITUDE OF REQUIREMENT (DEC 1988)**

The Government estimated price range of this project is between \$500,000.00 and \$1,000,000.00.

**L. 6      KSC 52.214-90      DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS  
(AUG 2005)**

**a. Delivery Address:**

All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL, 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on state Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required.

**b. Hand-Delivered Offers:**

Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building.

**c. Late Delivery of Offers/Bids:**

Late offers/bids will be processed in accordance with FAR 214-7, "Late Submissions, Modifications and Withdrawals of Bids," FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition," FAR 52.212-1, "Instructions to Offerors – Commercial Items," or FAR 52.214-23, "Late Submission,



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Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding,” included in this solicitation.

(End of Provision)

**L. 7 PROPOSAL IDENTIFICATION**

Sealed packages containing proposals shall be marked to show the offeror’s name and address and be addressed as follows:

Attn: **RANDALL GUMKE**  
**NASA CONTRACT SPECIALIST, OP-ES**  
**SOLICITATION NNK13470713R**  
**TITLE OF PROJECT: MANHOLE ARC-FLASH TESTING**

**UNSEALED PROPOSAL PACKAGES DELIVERED TO THE CIAO WILL NOT BE ACCEPTED.**

**L. 8 COMMUNICATIONS REGARDING THIS SOLICITATION**

- (a) Questions or comments regarding this solicitation must be submitted via email, cite the solicitation number, and be directed to the following Government representative:

Name: **Randall Gumke**  
Email: **Randall.A.Gumke@nasa.gov**  
Address: **NASA John F. Kennedy Space Center,**  
**Mail Stop: OP-ES**  
**Kennedy Space Center, Florida 32899**

- (b) Questions should be submitted on the attached Question/Comment Form, in MS Word or equivalent (no PDF or read only) format or in the body of the e-mail message (in the same format as listed on the Question/Comment Form, Appendix 1 to Section L of this solicitation). Questions shall be sent to the Contracting Officer identified above by **24 May 2013** to allow for analysis and dissemination of responses in advance of the proposal due date. Questions received after this date will be considered but may be answered. **Oral questions will not be accepted.**

- (c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

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**L. 9 GENERAL PROPOSAL PREPARATION INSTRUCTIONS**

**The solicitation, drawings, and specifications are available only through the Federal Business Opportunities website, (FEDBIZOPPS) (<http://www.fbo.gov>). No hard copies, CD's or other media will be provided by the Government. It is the responsibility of the potential offerors to download the documents posted on FEDBIZOPPs.**

- (a) The Government intends to make award without holding discussions with offerors. By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. Offerors are cautioned to carefully follow the instructions set forth herein.
- (b) This solicitation DOES NOT invite offerors to submit alternate proposals. The Contracting Officer may reject any offer containing exceptions. Therefore, offerors are encouraged to include their best terms and conditions in the initial offer. If, despite the warning given in this paragraph, the offeror elects to include exceptions, they must be specifically and clearly identified on a separate page. In this solicitation, the words “offer” and “proposal” are used interchangeably. (See definition of “offer” at FAR 2.101.)
- (c) A PROPERLY SUBMITTED OFFER SHALL CONSIST OF THE FOLLOWING:
  - (1) One original and two copies of the SF 1442, Solicitation Offer and Award, with Blocks 14 through 20c completed and signed by an authorized representative of the offeror. The person signing the offer must initial each erasure or change appending the offer.
  - (2) Three copies of page 1 of all amendments issued, signed by an authorized representative of the offeror. (This requirement only applies if amendment receipts are not acknowledged on the signed SF 1442 submitted).
  - (3) Completion of Section K representations and certifications on-line at the Online Representations and Certifications Application (ORCA) website as required by FAR Provision 52.204-8, Annual Representations and Certifications, incorporated in full text in Section K of this solicitation.
  - (4) One signed Certification of “Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law (see NFS 1852.209-75, incorporated in full text in Article K.4)
  - (5) Two (2) copies of offeror’s Technical Experience Summary in accordance with Article L.10.
  - (6) Two (2) copies of Past Performance Data From Prior Customers in accordance with Article L.10. (Optional requirement)

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**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

- (7) Two (2) copies of Page 1 of the Past Performance Questionnaires that the offeror provided to each past performance point of contact in accordance with Article L.5 (The past performance questionnaire is provided as Appendix 2 to Section L.11 of this solicitation)
- (8) One (1) properly executed bid bond in accordance with NFS 1852.228-73. A copy of Standard Form 24, Bid Bond, may be downloaded at:  
  
<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>
- (9) Joint Ventures shall provide a copy of the Joint Venture agreement and specifically identify who the controlling entity will be for this contract.

Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

By submitting an offer in response to this solicitation, the offeror is agreeing to comply with all terms and conditions contained in the solicitation. The terms and conditions of the solicitation, including any amendments, shall take precedence over the offeror's proposal unless the proposal is incorporated into the contract by specific reference.

(End of provision)

**L. 10 NON-PRICE FACTORS**

The government will evaluate the non-price factors of Technical Experience and Past Performance. Each offeror shall provide the following Non-Price Factors documentation as part of its proposal:

**a. TECHNICAL EXPERIENCE**

- 1. Offerors shall provide a Technical Experience Summary identifying three (3) contracts successfully completed within five (5) years of the date of issuance of this solicitation **13 May 2013** (including Federal, State, and local government and private) similar in size, content, and complexity to the instant Government acquisition.
- 2. If the offeror proposes using a major subcontractor for Task 1 and/or Task 2, the Technical Experience Summary shall also identify three (3) completed contracts performed by the major subcontractor(s) within the past five (5) years that the offeror considers similar in size, content, and complexity to the work to be performed by the major subcontractor(s).
- 3. The Technical Experience Summary is specifically limited to no more than three (3) completed contracts for the offeror and no more than three (3) completed contracts for each of its major subcontractors.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

4. Offerors with no recent and/or relevant projects it has itself performed (as an entity), shall submit technical experience summary data on completed contracts that proposed contractor key personnel have participated in within the past five (5) years, if key personnel have participated in such projects. Information on these projects is limited to three (3) completed contracts and shall be provided as described below. The Technical Experience Summary shall identify the names of the individuals and their roles in the specific projects.
5. Offerors with no recent and/or relevant projects it has itself performed (as an entity), shall submit Technical Experience Summary data on completed contracts performed by predecessor companies within the past five years, if predecessor companies have participated in such projects. Information on these projects is limited to three (3) completed contracts and shall be provided as described below. The Technical Experience Summary shall identify the names of the predecessor companies.
6. The Technical Experience Summary shall be limited to two pages of information for each completed contract and include the following information for each referenced contract or project:

Name of project and contract/order number

North American Industry Classification System (NAICS) code project was performed under (if applicable)

Type of contract/order (fixed-price or cost reimbursable)

Dates of the contract performance period as initially awarded

Dates of the actual completed performance period

Place of contract performance

Name and address of customer or Government Agency

Name, telephone number and e-mail address of Contracting Officer or equivalent customer contact

Dollar value of contract/order as initially awarded; break out major subcontract values

Dollar value of contract/order at completion

A brief discussion on why the selected contract demonstrates technical experience needed to meet the technical performance requirements of this project as

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

described in section M.1 of this solicitation.

Discussions on problems encountered (if applicable) during contract performance to include, but not limited to, challenges to successfully completing the project on schedule; safety violations/discrepancies; Department of Labor violations/discrepancies; non-payment of employees, subcontractors, and/or suppliers; and terminations. Offerors shall also discuss the offeror's corrective actions relative to identified problems.

Discussions on contract changes resulting in large dollar value and/or schedule increases.

A discussion on contract requirements concerning subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation and notifications submitted under FAR 19.1202-4(b).

(Applicable only to offerors who are large businesses)

7. The name and location of the testing laboratory providing the high current and voltage testing services for this project shall be provided. The testing laboratory to be used shall provide certification that it can meet the requirements of the Scope of Work, Attachment 1 – MANHOLE ARC FLASH TESTING LABORATORY SERVICES.

**b. PAST PERFORMANCE**

1. Offerors shall provide the Past Performance Questionnaire (Appendix 2 to Section L of this solicitation) to each past performance Contracting Officer or customer contact equivalent identified in its Technical Experience Summary. Offerors shall request these customers to submit the completed questionnaires via e-mail to the address below prior to **6 June 2013**. Past Performance Questionnaires will not be accepted directly from offerors. Questionnaires shall be returned directly from the offeror's past performance source to the Contract Specialist listed below:

Name: **Randall A. Gumke**  
Email: **Randall.A.Gumke@nasa.gov**  
Address: **NASA John F. Kennedy Space Center,  
Mail Stop: OP-ES  
Kennedy Space Center, Florida 32899**

2. Offerors shall submit, with their proposals, copies of the first page of each past performance questionnaire that the offeror sends to each customer contact identified in its Technical Experience Summary. NOTE: The offeror is required to complete the "THIS SECTION TO BE COMPLETED BY THE OFFEROR" area prior to sending the questionnaire to its customer.

3. Offerors may provide statements, letters, reports or evaluations from prior customers

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**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR  
RESPONDENTS**

indicating the level and quality of past performance on the contracts/projects listed in the Technical Experience Summary. This supplemental information shall not exceed three (3) pages of information for each contract/project reference in your Technical Experience Summary. This is an optional requirement.

**L. 11 APPENDICES TO SECTION L**

This Section L is supplemented with the following appendices:

Appendix 1                      Question & Comment Form

Appendix 2                      Past Performance Questionnaire

**NASA/KSC SOLICITATION NNK13470713R**  
**SECTION L/APPENDIX 1**  
**QUESTION/COMMENT FORM**

Questions or comments regarding this solicitation must be submitted via email to the Contracting Officer identified below.

Name: **Randall A. Gumke**  
Email: **Randall.A.Gumke@nasa.gov**  
Address: **NASA John F. Kennedy Space Center,  
Mail Stop: OP-ES  
Kennedy Space Center, Florida 32899**

Questions shall be submitted on this form in MS Word or equivalent (no PDF or read only formats). Questions also may be submitted in the body of an e-mail message following this form's format. Late questions or comments will be considered by the Government but may not be answered. Responses to questions will be issued as amendments to the solicitation. The cutoff date and time for receipt of questions is **24 May 2013**.

Offerors are cautioned that technical activity personnel are not authorized to answer solicitation questions or comments and that any responses from them may not accurately represent the Government's official position.

PLEASE CITE THE REFERENCE NUMBER SUCH AS PAGE NUMBER OF THE RFP, SPEC, DWGS, ETC, IF APPLICABLE.

1. REFERENCE:

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QUESTION:

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2. REFERENCE:

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QUESTION:

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Submitted by (name): 

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Company: 

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E-mail Address: 

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**SECTION L/APPENDIX 2**  
**PAST PERFORMANCE QUESTIONNAIRE**

Manhole Arc-Flash Testing

NASA Kennedy Space Center's solicitation requires offerors to provide this Past Performance Questionnaire to customers to complete and return to NASA. Past performance raters are requested to submit the completed questionnaires to the contracting officer identified below via e-mail, to arrive not later than the proposal submission date.

**Completed questionnaires should be sent to:**

Name: **Randall A. Gumke**  
Email: **Randall.A.Gumke@nasa.gov**  
Address: **NASA John F. Kennedy Space Center**  
**Mail Stop: OP-ES**  
**Kennedy Space Center, Florida 32899**

Raters are requested to complete the questionnaire forms as written since altered or substituted questionnaires may not adequately address the information NASA will be evaluating.

**SECTION I. THIS SECTION TO BE COMPLETED BY THE OFFEROR**

Name of Contractor Being Evaluated: \_\_\_\_\_

Name of Project and Contract/Order Number: \_\_\_\_\_

Period of Contract Performance (dates): \_\_\_\_\_

Place of Contract Performance: \_\_\_\_\_

Contract Value at Award: \_\_\_\_\_

Contract Value at Completion or Current Contract Amount: \_\_\_\_\_

Contract Status (Prime or Subcontract?): \_\_\_\_\_

Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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PAST PERFORMANCE QUESTIONNAIRE**

**THIS SECTION TO BE COMPLETED BY THE RATER**

(THIS QUESTIONNAIRE, WHEN COMPLETED, SHALL NOT BE DISCLOSED TO  
ANYONE OUTSIDE THE GOVERNMENT)

Name of Contractor Being Evaluated:\_\_\_\_\_

Name of Project and Contract/Order Number:\_\_\_\_\_

Period of Contract Performance (dates):\_\_\_\_\_

Place of Contract Performance:\_\_\_\_\_

Contract Value at Award:\_\_\_\_\_

Contract Value at Completion or Current Contract Amount:\_\_\_\_\_

Contractor's Status (Prime or Subcontractor?):\_\_\_\_\_

Percentage and Dollar Value of Work Performed by the Contractor:  
\_\_\_\_\_

Dates of Rater's Involvement in Program/Contract:\_\_\_\_\_

Brief Description of Work Performed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**SECTION L/APPENDIX 2**  
**PAST PERFORMANCE QUESTIONNAIRE**

**RATING DEFINITIONS:**

On a scale of 1 to 5, with 1 being unsatisfactory and 5 being exceptional, please rate the contractor on the past performance areas included in this questionnaire. A rating of N/A should be used if the question is not applicable or the answer is unknown. Space is provided for any additional comments raters may want to provide. The definitions associated with the 1 to 5 ratings are provided below:

1. **UNSATISFACTORY:** Performance does (did) not meet most contractual requirements and recovery is not likely (did not occur). The contractual performance contains (contained) serious problem(s) for which the contractor's corrective actions appear ineffective (were ineffective).
2. **MARGINAL:** Performance does (did) not meet some contractual requirements. The contractual performance reflects (reflected) serious problem(s) for which the contractor has not yet identified acceptable corrective actions (did not provide acceptable corrective actions).
3. **SATISFACTORY:** Performance meets (met) contractual requirements. The contractual performance reflects (reflected) some minor problems. Corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
4. **VERY GOOD:** Performance meets (met) contractual requirements and exceeds (exceeded) some of the Government's expectations. The contractual performance reflects (reflected) some minor problems and corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
5. **EXCEPTIONAL:** Performance meets (met) contractual requirements and exceeds (exceeded) many of the Government's expectations. The contractual performance reflects (reflected) few minor problems and corrective actions taken by the contractor appear to be highly effective (corrective actions taken were effective).

**N/A:** Not applicable or rater has not observed performance in this area.

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**PAST PERFORMANCE QUESTIONNAIRE**

**CONTRACTOR'S TECHNICAL PERFORMANCE QUESTIONS**

1. The effectiveness of the Contractor's overall project management ability (including but not limited to project managers, quality control managers, safety managers, and superintendents); labor (skilled and unskilled workers); equipment; supplies; tools; and financial resources to successfully perform, provide contract deliverables and complete work in a safe and timely manner.

1	2	3	4	5	NA
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Comments:

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2. The Contractor's ability to provide immediate and effective contractor management attention at the job site and partner with the owner to resolve technical problems and schedule problems.

1	2	3	4	5	NA
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Comments:

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3. The Contractor's ability to provide quality engineering shop drawings and accurate and complete as-built documentation.

1	2	3	4	5	NA
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Comments:

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4. The Contractor's ability to perform underground electrical work associated with medium voltage electrical distribution systems including medium voltage cable splices and terminations.

1	2	3	4	5	NA
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Comments:

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**PAST PERFORMANCE QUESTIONNAIRE**

5. Demonstrating the ability to generate detailed electrical task procedures that insure all job elements are pre-planned and successfully completed.

1	2	3	4	5	NA
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Comments:

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6. Demonstrating the ability to mobilize, perform, and successfully complete work that has a large work content within a pre-established and short duration work period or window (example: replacing or maintaining switchgear during a planned facility shutdown).

1	2	3	4	5	NA
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Comments:

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7. Demonstrating the ability to use proper procedures, job hazard analysis, and personal protective equipment when performing electrical work.

1	2	3	4	5	NA
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Comments:

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8. Providing project deliverables within ten percent (10%) of original contract cost and schedule unless customer required changes that caused a cost or schedule deviation greater than 10%.

1	2	3	4	5	NA
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Comments:

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**SECTION L/APPENDIX 2**  
**PAST PERFORMANCE QUESTIONNAIRE**

**CONTRACTOR'S SAFETY PERFORMANCE QUESTIONS**

9. Successfully conducting high current and voltage testing.

1	2	3	4	5	NA
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Comments:

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10. The Contractor's ability to maintain a safety and health program with visible management control and involvement.

1	2	3	4	5	NA
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Comments:

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11. The Contractor's ability to maintain a safety program ensuring subcontractors' safety performance were consistent with the prime contractor's safety program.

1	2	3	4	5	NA
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Comments:

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12. The Contractor's ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated.

1	2	3	4	5	NA
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Comments:

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**PAST PERFORMANCE QUESTIONNAIRE**

13. Maintaining a safety program with emergency procedures for securing dangerous conditions and protecting personnel during contract performance.

1	2	3	4	5	NA
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Comments:

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14. The Contractor's ability to understand and comply with safety requirements.

1	2	3	4	5	NA
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Comments:

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15. The Contractor's ability to maintain a safety program that ensured the customer's critical resources were adequately protected with emergency procedures for securing dangerous conditions and protecting personnel during contract performance.

1	2	3	4	5	NA
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Comments:

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16. The Contractor's ability to resolve safety discrepancies in a timely and effective manner and the ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

1	2	3	4	5	NA
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Comments:

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**SECTION L/APPENDIX 2**  
**PAST PERFORMANCE QUESTIONNAIRE**

**CONTRACTOR'S CONTRACT ADMINISTRATION PERFORMANCE QUESTIONS**

17. The contractor's ability to provide prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

1	2	3	4	5	NA
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Comments:

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18. The contractor's compliance with Department of Labor requirements and resolution of reported violations/discrepancies.

1	2	3	4	5	NA
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Comments:

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19. The contractor's compliance with small business subcontracting plans and targets.  
(Applicable only to Large Businesses.)

1	2	3	4	5	NA
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Comments:

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20. Has the contractor's performance required the issuance of any cure notices, show cause letters, or terminations for cause/default? (Please circle Yes or No)

Yes	No				
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Comments:

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SECTION L/APPENDIX 2  
PAST PERFORMANCE QUESTIONNAIRE**

**CONTRACTOR'S OVERALL CONTRACT PERFORMANCE**

21. Would you select this contractor again? (Please circle Yes or No)

Yes	No				
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Comments:

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**THIS COMPLETED QUESTIONNAIRE WILL NOT BE DISCLOSED TO ANYONE  
OUTSIDE THE GOVERNMENT. THANK YOU FOR TAKING THE TIME TO  
COMPLETE THIS QUESTIONNAIRE.**



**NASA/KSC SOLICITATION NNK13470713R**  
**SECTION M – EVALUATION FACTORS FOR AWARD**

**M. 1 BASIS FOR CONTRACT AWARD**

**a. EVALUATION FACTORS AND SELECTION OF THE SUCCESSFUL OFFEROR**

The Contracting Officer will utilize a Lowest Price Technically Acceptable (LPTA) source selection process to make an award decision. Only one award will be made as a result of this solicitation. Award will be made to the offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR); and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, meets the technically acceptable standard for the non-price factors and provides the lowest evaluated price.

In accordance with the Instructions to Offerors – Competitive Acquisition provision of this solicitation (FAR 52.215-1), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a).) Therefore, the offeror’s initial proposal should contain the offeror’s best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

**b. EVALUATION OF NON-PRICE FACTORS**

Offerors will be evaluated on the non-price factors of Technical Experience and Past Performance.

**(1) FACTOR 1 – TECHNICAL EXPERIENCE**

Offerors must provide evidence that they have the technical experience needed to meet the technical performance requirements of this project. The Government will assess the technical experience of the offeror on projects identified in the offeror’s Technical Experience Summary. Offerors must meet all of the following standards to receive an “Acceptable” rating on this factor:

At least three projects listed in the Technical Experience Summary must have been performed by the offeror or the proposed major subcontractor(s) under NAICS code 237130, Power and Communication Line and Related Structures Construction. Projects shall demonstrate experience in the following: (1) underground medium voltage cable installation including terminations and splices; (2) mobilize, perform, and complete work with a large work content (example: replacing or maintaining switchgear during a planned facility shutdown); (3) generating detailed electrical task procedures; (4) high current and voltage test lab services as indicated in scope of work.

Offerors must provide the name and location of the testing laboratory providing the high current and voltage testing services for this project. They must also include a certification from the laboratory that it can meet the requirements of the Scope of Work, Attachment 1 –

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**SECTION M – EVALUATION FACTORS FOR AWARD**

**MANHOLE ARC FLASH TESTING LABORATORY SERVICES.**

All projects listed in the Technical Experience Summary must have been successfully completed within five years of the date of issuance of this solicitation (**13 May 2013**).

All projects listed in the Technical Experience Summary must have been individually valued at or over \$500,000.

**Failure to meet all of the requirements under this factor will result in an “UNACCEPTABLE” rating and elimination from further consideration for contract award.**

**(2) FACTOR 2 – PAST PERFORMANCE**

Past performance information is one indicator of an offeror’s ability to perform the contract successfully. The Government will assess the past performance of the offeror on the three projects identified in the offeror’s Technical Experience Summary. (This assessment of past performance information is separate from the contractor responsibility determination required under FAR Subpart 9.1.)

The information provided in the Technical Experience Summary and the completed past performance questionnaires submitted by the offerors’ Contracting Officers or customer contact equivalents identified in the Technical Experience Summary will be evaluated. The Government shall consider this information, as well as information obtained from other sources (to include interviews with previous customers), when evaluating each offeror’s past performance. The currency and relevance of the information, source of the information, context of the data, and general trends in the offerors’ past performance shall be considered. The evaluation shall take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors who will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The Government will not disclose the names of persons/companies who provide performance information. If, during the course of the evaluation, the Government obtains adverse information to which the offeror has not previously had an opportunity to respond, the Government will afford the offeror an opportunity to clarify the adverse information.

**(a) Past Performance Evaluation Areas.** The government will evaluate the offeror’s past performance in:

Providing effective project management, labor, equipment, supplies, tools, and financial resources to successfully perform, provide contract deliverables and complete work in a safe and timely manner.

Providing immediate and effective contractor management attention at the job site for resolution of contract problems.

**NASA/KSC SOLICITATION NNK13470713R**  
**SECTION M – EVALUATION FACTORS FOR AWARD**

Providing quality engineering shop drawings and accurate and complete as-built documentation.

Demonstrating the ability to successfully perform underground medium voltage cable installation including terminations and splices.

Demonstrating the ability to generate detailed electrical task procedures that insure all job elements are pre-planned and successfully completed.

Demonstrating the ability to mobilize, perform, and successfully complete off-site work that has a large work content within a pre-established and short duration work period or window (example: replacing or maintaining switchgear during a planned facility shutdown).

Demonstrating the ability to use proper procedures, job hazard analysis, and personal protective equipment when performing electrical work.

Providing project deliverables within ten percent (10%) of original contract cost and schedule unless customer required changes that caused a cost or schedule deviation greater than 10%.

Successfully conducting high current and voltage testing.

Maintaining an acceptable Safety Program:

Maintaining a safety and health program with visible management control and involvement

Maintaining a safety program ensuring subcontractors' safety performances was consistent with the prime contractor's safety program

Ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated

Maintaining a safety program with emergency procedures for securing dangerous conditions and protecting personnel during contract performance

Ability to understand and comply with safety requirements

Maintaining a safety program that ensured the customer's critical resources were adequately protected

Ability to resolve safety discrepancies in a timely and effective manner

**NASA/KSC SOLICITATION NNK13470713R**  
**SECTION M – EVALUATION FACTORS FOR AWARD**

Ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

Providing prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

Complying with Department of Labor requirements and resolution of reported labor violations/discrepancies.

Complying with contract subcontracting plan goals for small disadvantaged business concerns (see FAR 19.7), monetary targets for SDB participation(see FAR 19.1202), and notifications submitted under FAR 19.1202-4(b) (**Applicable only to offerors who are large businesses**).

**(b) Past Performance Confidence Ratings:**

The Offeror's relevant experience and past performance will be reviewed and an assessment made that reflects the Government's judgment of the probability of each offeror successfully accomplishing the proposed effort based on that offeror's demonstrated performance. Past performance shall be evaluated for each offeror using the following levels of confidence ratings:

**Very High Level of Confidence**

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

**High Level of Confidence**

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

**Moderate Level of Confidence**

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance.

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**SECTION M – EVALUATION FACTORS FOR AWARD**

Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

**Low Level of Confidence**

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

**Very Low Level of Confidence**

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

**Neutral**

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

**To receive an "Acceptable" rating for past performance, the offeror must receive an overall Past Performance Confidence Rating of Very High or High.**

**(c) EVALUATION OF PRICE PROPOSALS**

The proposed prices will be evaluated by comparison against the Government estimate and prices submitted by other offerors. Prices that are determined to be more than 25% above or below the Independent Government Estimate or more than 25% above or below the mean price proposed by all offerors will be considered to be unreasonably high or unrealistically low and will not be considered for award. As part of this process the Government will establish a proposal price ranking of the percentage differences from both the IGE and mean price of all offers submitted for that particular category, from lowest to highest.

**(d) EVALUATION PROCESS**

The following describes the general methodology that will be used for proposal evaluation:

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**SECTION M – EVALUATION FACTORS FOR AWARD**

(1) General Review:

Offerors will be checked against the List of Parties Excluded From Federal Procurement and Non-procurement Programs. Offerors who appear on the List will be eliminated without further consideration. Proposals will also be checked for minor informalities or irregularities. The Contracting Officer will follow guidance at FAR 15.306 for resolving minor informalities or irregularities.

(2) The Contracting Officer will conduct a price analysis on each offeror's submitted price.

(3) The technical (non-price) volume of the offeror with the lowest evaluated reasonable price will be given to the technical evaluators for review. If the technical (non-price) proposal is determined to be technically "Acceptable", award shall be made to that offeror, subject to a positive responsibility determination in accordance with FAR Part 9. In order for a technical proposal to be determined technically "Acceptable", all of the non-price factors in the technical proposal must be individually and collectively evaluated as "Acceptable".

(4) If the technical proposal is determined to be technically "Unacceptable" the technical (non-price) volume of the offeror with the next lowest evaluated reasonable price will be given to the technical evaluators for review. If the technical (non-price) proposal of the offeror with the next lowest evaluated reasonable price is determined to be technically "Acceptable" award shall be made to that offeror subject to a positive responsibility determination in accordance with FAR Part 9.

(5) If the technical proposal is determined to be technically "Unacceptable" the process described will be conducted again, as many times as necessary, until such time as the Government identifies a technically "Acceptable" proposal.

## **M. 2 SOURCE SELECTION DECISION**

Selection for contract award will be made based on a Lowest Price Technically Acceptable (LPTA) source selection process. The proposal that provides the lowest fair and reasonable price and is otherwise technically acceptable in all non-price factors will be selected for award. The selection will be made subject to an affirmative determination of contractor responsibility in accordance with FAR Subpart 9.1.

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**PROJECT DELIVERABLES**  
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Incidental deliverables (manuals, reports, plans, and other written documentation) to be provided under this contract are identified in this Attachment J-A. Nothing contained in this Attachment J-A shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract which are not identified and described in this Attachment J-A. The costs for data to be furnished in response to Attachment J-A is included in the firm-fixed price of this contract.

**J-A-1            SUBMITTAL SCHEDULES**

- (a) Within 15 days of Notice to Proceed, the Contractor shall provide, for approval by the Contracting Officer, the following schedules of submittals:
  - (1) A schedule of all shop drawings and technical submittals required by the specifications and drawings. The schedule will indicate the specification or drawing reference requiring the submittal; the material, item or process for which the submittal is required; the "SD" number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
  - (2) A separate schedule of all other submittals required under the contract but not listed in the specifications or drawings. The schedule will indicate the contract requirement reference; the type or title of the submittal; the Contractor's anticipated submission date and the approval need date (if approval is required).
- (b) All submittals called for by the contract documents will be listed on one of the above schedules. If a submittal is called for but does not pertain to the contract work, the Contractor will include it in the applicable schedule and annotate it "N/A" with a brief explanation. Approval of the schedules by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but which have been omitted from the schedules or marked "N/A".
- (c) Copies of both schedules will be re-submitted monthly annotated by the Contractor with actual submission and approval dates. When all items on a schedule have been finally approved, no further re-submittal of the schedule is required.

**J-A-2            SHOP DRAWINGS**

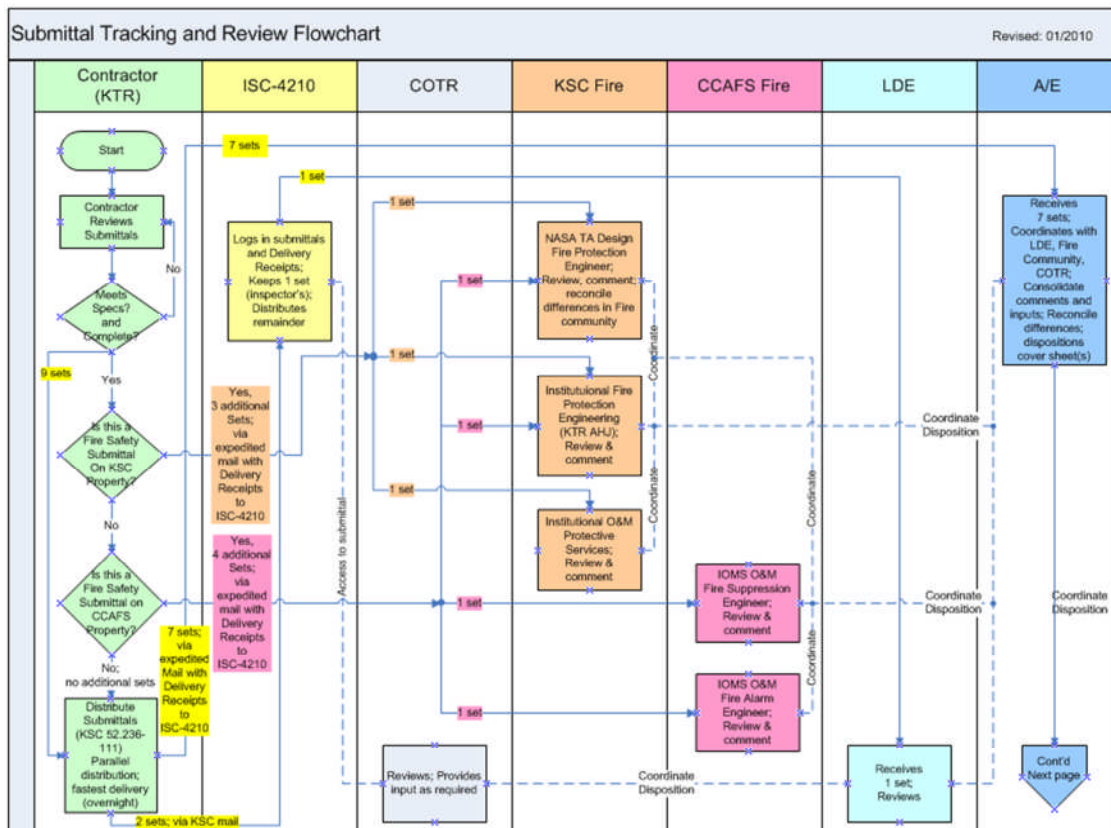
Pursuant to FAR clause 52.236-21 entitled "Specifications and Drawings for Construction"; the Contractor shall submit Shop Drawings as detailed below. For purposes of this clause, the term "Shop Drawings" shall be construed to include all "Submittal Descriptions" (Type SD-01, SD-02, SD-03, etc., as required by project technical specifications) that are necessary to fully describe contractor supplied materials and installation methods and demonstrate their

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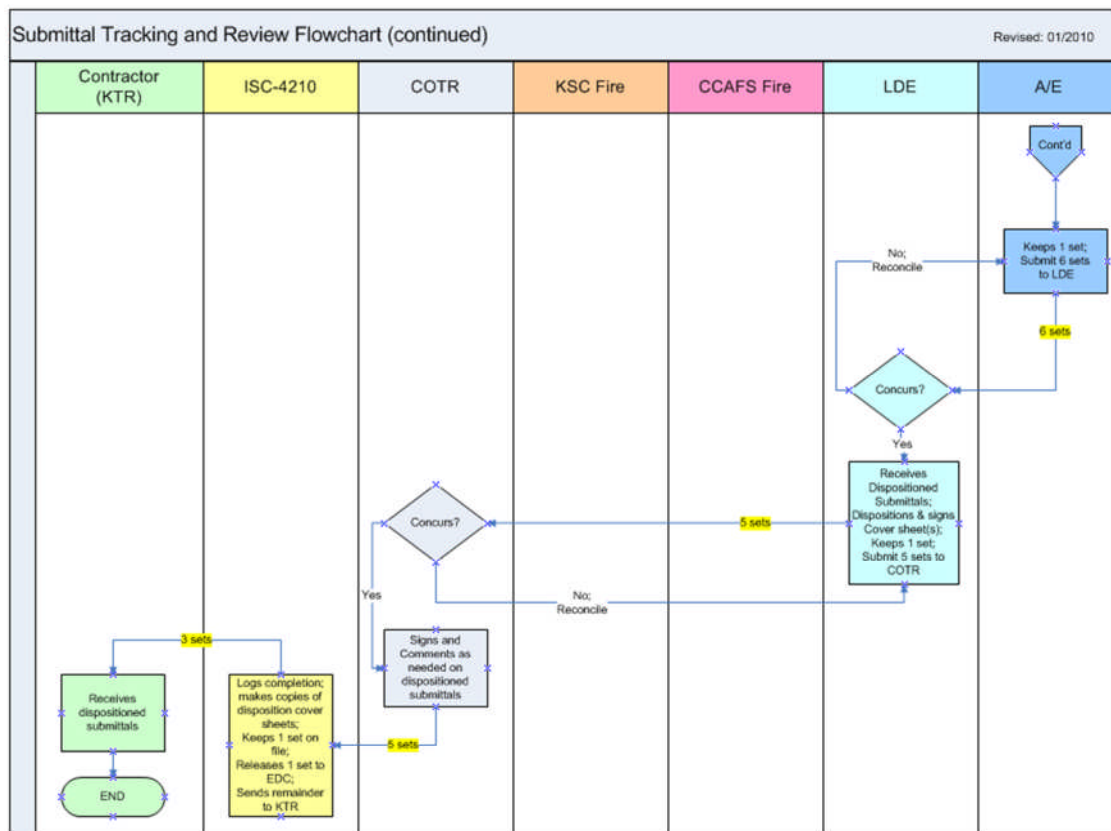
compliance with the technical and performance requirements of the contract. Submittal Descriptions include drawings, design data, catalog cuts, descriptive literature, illustrations, schedules, performance and test data, and similar materials to be furnished by the contractor. The preparation and distribution requirements described herein apply to all such SD submittals except as noted in technical specifications or otherwise directed by the Contracting Officer.

- (a) For Shop Drawing submittals provide complete sets to KSC functional organizations and to the Architect/Engineer as shown on the "Submittal Tracking and Review Flowchart." Names, mail codes and addresses will be provided at the Pre-work Conference.
- (b) The Shop Drawing submittals shall be transmitted to the Contracting Officer and the A/E on the same day. Delivery to the A/E and other KSC functional organizations shall be by the equivalent of "next day" delivery service with delivery receipts or other proof of delivery that show traceability to the delivery destination and receipt of the delivery. The timestamp recorded by the Contracting Officer upon receipt from the Contractor shall be the record date. Delivery receipts and other proof of delivery shall be submitted to the Contracting officer or delegated organization as shown on the "Submittal Tracking and Review Flowchart" provided below:





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- (c) Three (3) sets shop drawings will be returned to the Contractor. These sets will be returned to the Contractor within 14 calendar days of the record date with appropriate review and approval notations as described below.

On or before completion date of the contract, the Contractor shall submit to the Contracting Officer two complete sets of shop drawings, which incorporate all comments, annotations, conditions of approval and corrections. Both drawing sets are to be made from the same original

- (d) The shop drawings shall be complete and detailed and shall contain all information required for checking without reference to material contained in other shop drawing transmittals. Partial submittals will not be accepted unless specifically approved by the Contracting Officer. Any partial submittals shall be so indicated and any outstanding submittal required to complete the package shall be identified.
- (e) Shop drawings shall be submitted in a logical sequence that is duly coordinated with long lead-time procurements and with fabrication and construction schedules. Each set of shop drawings shall be accompanied by a completed KSC shop drawing submittal form listing the specification or drawing reference requiring the shop drawing; the material, item or process for which the shop drawing is required and the "SD" number and identifying title of the shop drawing. The Shop Drawing form will be supplied by the Government.

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- (f) Shop drawings for certain systems (e.g. fire detection/suppression) must be submitted as soon as 30 days following contractor's Notice to Proceed, and associated as built drawings, software, programs and test procedures must be submitted up to 30 days prior to acceptance testing. See Shop Drawing and submittal references in project technical specifications for affected submittals and their respective deadlines.
- (g) "Drawings" as opposed to "Shop Drawings" shall mean actual drawings, diagrams, layouts and schematics. "Drawings" fall under the more general term "Shop Drawings" which include other required materials.
  - (1) Drawings shall be uniform in size, nominally 24 by 36 inches, with a maximum size of 28 by 40 inches. All drawings shall have dark lines on a white background.
  - (2) Drawings shall be numbered in logical sequence. The Contractor may use his own numbering system. Each drawing shall bear the number of the submittal (e.g. First Submittal, Second Submittal, etc.) in a uniform location adjacent to the title block. The NASA contract number shall appear in the margin, immediately below the title block, for each drawing.
  - (3) A blank space, no smaller than 4 by 5 inches shall be reserved on the right hand half of each sheet for the Government disposition stamp.
- (h) Review and approval notation will be as follows:
  - (1) Shop drawings marked "approved" authorize the Contractor to proceed with work covered by such drawings.
  - (2) Shop drawings marked "approved as noted" authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections. The notes shall be incorporated on the shop drawings prior to submission of the final shop drawings.
  - (3) Shop drawings marked "returned for correction" require the Contractor to make the necessary corrections and revisions on the drawings and re-submit them for approval in the same routine as before, prior to proceedings with any of the work depicted on the drawings.
  - (4) Shop drawings marked "not approved" or "disapproved" indicate noncompliance with the contract requirements and the shop drawings shall be re-submitted with appropriate changes. No item of work requiring a shop drawing shall be accomplished until the drawings are approved or approved as noted.
  - (5) The Contractor shall make any corrections required by the Contracting Officer. If the Contractor considers any correction or notation indicated on the returned shop

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drawings to constitute a change to the contract drawings or specifications; notice as required under the clause entitled "Changes" shall be given to the Contracting Officer.

- (6) The Government's engineering review of Contractor's shop drawing submittal(s) is for general conformance with the design concept of the project and the information given in the contract documents. As such, approval of the shop drawings by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor is solely responsible for the dimensions and design of adequate connection details; confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the work with that of other trades and performing the work in a safe and satisfactory manner, and certifying that proposed products meet all technical specifications and all contractual provisions, especially those relating to the 'Buy American Act'. Corrections or comments made as part of the Government review do not relieve the Contractor from compliance with the requirements of the contract documents. Likewise, any approval of a Shop Drawing Submittal containing an unidentified deviation from the technical requirements of the applicable contract drawings, maps and specifications, shall not relieve the contractor from compliance with the technical requirements.
- (i) If changes are necessary to approved shop drawings whether as a result of a contract change or for any other reasons, the Contractor shall make such revisions and resubmit the shop drawings in accordance with the procedures in paragraphs a. through c. above. No item of work requiring a shop drawings change shall be accomplished until the changed shop drawings are approved.
- (j) Progress payments will not be made on materials and equipment that have been delivered to the job site but not approved on shop drawings.

**J-A-3 MISCELLANEOUS DOCUMENTATION**

- (a) Documentation submitted under this clause shall not be submitted as shop drawings.
- (b) The Contractor shall submit an original and one copy of all correspondence, delivery tickets, soil compaction reports, contractor daily reports, concrete test reports, and welding certifications or other worker qualification certifications, to the Contracting Officer.
- (c) The Contractor shall submit an original and four copies of all other documentation (except shop drawings) pertaining to this contract, including asbestos abatement plans, to the Contracting Officer.
- (d) In the event of a conflict within this contract, the provisions of this requirement shall take

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precedence over any other contractual requirement pertaining to the number of copies to be submitted except for shop drawings which shall be submitted in accordance with Article J-A-2, Shop Drawings, set forth under this Attachment J-A.

**J-A-4            PROGRESS SCHEDULES**

Pursuant to FAR 52.236-15, entitled "Schedules for Construction Contracts," the Contractor shall:

- (a) Prepare the Progress Schedule using standard commercially available scheduling software or comparable format such as a bar chart approved by the Contracting Officer.
- (b) Submit the Progress Schedule, for approval by the Contracting Officer, at the Pre-Work Conference in four (4) copies. Include a copy of the electronic file if Progress Schedule is prepared using scheduling software. The approved initial progress schedule will be the baseline schedule for the project.
- (c) Include no less than the following information on the Progress Schedule:
  - (1) Major headings for primary project scope broken out in accordance with the Divisions and/or Sections of the project specifications.
  - (2) Line item break-downs under each major heading sufficient to track the progress of the work.
  - (3) A line item showing contract finalization tasks which includes Punch List, Clean-up and Demobilization, and Final Construction Drawings.
  - (4) Appropriate level of detail under each line item or activity (compatible with the schedule of values) sufficient to track the cost and schedule performance, including scheduled vs. actual percentage complete for any given day within the contract performance period. (Progress schedules prepared using scheduling software shall include resource loaded activities [labor, material, and other resources), major deliveries, project milestones, etc.]. Bar Charts shall include, as a minimum, a materials bar and a separate labor bar for each line item.) Each element shall include the estimated cost and percentage weight of total contract cost. The labor element shall also show the number of workers expected to be working on any given date within the Contract Performance Period.
  - (5) For projects involving the installation or modification of Fire Alarm systems, include at a minimum the following line items on the schedule of values:
    - a. Fire Alarm Rough-In Material
    - b. Fire Alarm Rough-In Labor

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- c. Fire Alarm Trim Material
  - d. Fire Alarm Trim Labor
  - e. Fire Alarm Preliminary Testing
  - f. Fire Alarm Final Testing
- (6) For projects involving the installation or modification of Building Controls (i.e. HVAC, Lighting, etc...) systems, include at a minimum the following line items on the schedule of values:
  - a. Controls Rough-In Material
  - b. Controls Rough-In Labor
  - c. Controls Trim Material
  - d. Controls Trim Labor
  - e. Controls Testing
- (7) Separate line items for Mobilization and Shop Drawing submittal and approval (these items are to show no associated costs).
- (8) The progress schedule or bar chart shall indicate the file date and status date (data date).
- (d) Update the progress schedule every 14 calendar days throughout the contract performance period. All work that has not been completed in accordance with the previously approved schedule shall be rescheduled to reflect actual or planned progress based on the current status date. Submit four copies (and electronic file as applicable) to the Contracting Officer for approval. Progress schedule updates shall be submitted concurrently with progress payment requests.

**J-A-5                    STATUS REPORTS ON MATERIALS ORDERS**

- (a) Within 14 days after Notice to Proceed, the Contractor shall submit, for approval by the Contracting Officer, an initial Status Report on Materials Orders. This report will be updated and resubmitted every 14 days as the status on materials orders changes.
- (b) The report shall list, in chronological order by need date, all materials orders necessary for completion of the Contract, including those orders placed by subcontractors as well as the Contractor. The following information will be required for each material order listed:

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- (1) Material name, supplier, and invoice number.
- (2) Bar Chart line item or CPM activity number affected by the order.
- (3) Delivery date needed to allow all directly and indirectly related work to be completed within the Contract Performance Period.
- (4) Current delivery date agreed on by supplier.
- (5) When Item (b)(4) exceeds Item (b)(3), the effect that delayed delivery date will have on contract completion date.
- (6) When Item (b)(4) exceeds Item (b)(3), a summary of efforts made by the Contractor to expedite the delayed delivery date to bring it in line with the needed delivery date, including efforts made to place the order (or subcontract) with other suppliers.

(End of clause)

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**ATTACHMENT J-B – KSC PROJECT SPECIFIC REQUIREMENTS**

**KENNEDY SPACE CENTER PROJECT SPECIFIC REQUIREMENTS APPLICABLE TO ALL  
WORK PERFORMED UNDER THIS CONTRACT  
(JAN 2013)**

The Kennedy Space Center project specific requirements supporting Contract Section I are identified in this Attachment J-B. Nothing contained in this Attachment J-B shall relieve the Contractor from complying with other requirements of this contract, which are not identified and described in this Attachment J-B. All costs associated with the requirements of this Attachment J-B are included in the firm-fixed price of this contract.

**J-B-1            TESTING OF CONSTRUCTION MATERIALS**

Tests of construction materials indicated to be performed by the Contractor shall be accomplished by the Contractor utilizing the services of an acceptable independent testing laboratory.

**J-B-2            AFFIRMATIVE PROCUREMENT**

Affirmative Procurement (AP) is the purchase of environmentally friendly products and services (i.e. products made from recycled or recovered materials). Federal agencies, their Contractors and subcontractors are required to maximize the purchase materials on the list of “EPA Designated Guideline Items” with the minimum recycled or recovered materials content whenever practicable according to RCRA 6002 and EO 13101. The requirements of RCRA 6002 include the following:

“The decision not to procure such items shall be based on a determination that such procurement items:

- (A)    are not reasonably available within a reasonable period of time
- (B)    fail to meet the performance standards set forth in the applicable specifications or fail to meet the reasonable performance standards of the procuring agencies and/or
- (C)    are only available at an unreasonable price.

Any determination under subparagraph (B) shall be made on the basis of the guidelines of the National Institute of Standards and Technology in any case in which such material is covered by such guidelines.”

The Contractor shall provide AP approved items as specified within the contract documents. Submittals for AP items shall be provided for approval in accordance with Shop Drawing provisions. If the Contractor proposes to substitute an item that does not conform with AP requirements, the applicable Shop Drawing shall be accompanied by KSC Form 8-69, Contractor Request to Use Nonconforming Parts or Material (*Deviation/Waiver Request*) identifying the reason for the proposed substitution.

Non-conforming items without approved D/W’s will be rejected and the contractor shall be responsible for any costs and schedule impacts associated with replacing such non-conforming

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items at no additional cost to the Government.

At the conclusion of the project, the Contractor shall provide the Contracting Officer (CO) with a report itemizing all AP items used.

Detailed information on the EPA AP specified/approved products and manufacturers providing these products is available at [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm).

**J-B-3                WEEKLY STATUS MEETING**

The Contractor shall attend a weekly progress/status meeting via telephone to be scheduled by the Contracting Officer for the purpose of determining progress status, delaying factors, material delivery schedules, and status of shop drawing submittals. In addition, a representative of each first tier subcontractor may be required to be present for the conference.

**J-B-4                SUPERINTENDENT ASSIGNMENT**

Working Superintendent: Pursuant to FAR clause 52.236-6, entitled "Superintendence by the Contractor," the Contractor shall assign a superintendent, on the Contractor's payroll, whose primary responsibility will be to superintend the work and who has the authority to act for the Contractor. One or more alternate superintendents, each with full authority to supervise the work, shall be designated in writing and approved by the Contracting Officer. The superintendent or an alternate shall be physically present at each work site at all times during performance of the contract and until the work is completed and accepted.

The individual(s) appointed as superintendent(s) shall complete the OSHA 10 hour Construction Course prior to starting any field work on the project. The class shall be taught by an authorized provider of the course (e.g., United Safety Council, Florida Safety Council) and be attended in person. The appointed superintendent(s) shall provide the course completion certificate to the government stating the required training and testing was satisfactorily completed and the date of completion. The course completion date shall not be greater than 5 years from the start of the contract.

**J-B-5                GOVERNMENT PROPERTY TO BE INSTALLED BY THE CONTRACTOR**

In Association with the work to be performed under this contract, the Government will provide the property identified below to be installed by the Contractor. The property will be provided by the Government within 50 days after issuance of the Notice To Proceed (NTP).

Description	Quantity	Estimated Value	Condition
350 kCMIL Medium Voltage Cable	Estimate 1000 LF	\$15,000	New
4/0 Medium Voltage Cable	Estimate 500 LF	\$6,000	New



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1. Contractor shall notify the Government of quantities required including an itemized break-out of each cable size.
2. Contractor shall arrange transport of cable from Kennedy Space Center, Florida to the Contractor's place of performance and pay all associated costs. Contractor shall provide a minimum of two (2) business days' notice of planned pick-up including driver identification information for access to Kennedy Space Center.